



HUNTSVILLE

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Engineering Division

PERIODIC BID FOR EMERGENCY CURED-IN-PLACE PIPE SEWER REHABILITATION

**Project No. 65-14-SP44
September 8, 2014**

Addendum #1

Contractors are authorized to download quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. Only bidders who met the pre-qualification requirements will be allowed to submit a bid. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

The Star of Alabama

All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. The attached pre-bid meeting minutes, all addenda, and attachments for the above-referenced project will become part of the contract documents. All addenda must be acknowledged either on the outside of the bid envelope or on the third page of your bid proposal known as Attachment "B".

Attachment: Pre-Bid Minutes

END OF ADDENDUM #1

MANDATORY PRE-BID MEETING

AGENDA

PROJECT NAME: Periodic Bid for Emergency Cured-in-Place Pipe Sewer Rehabilitation

PROJECT NO.: 65-14-SP44

DATE: September 2, 2014

PROJECT ENGINEER: Mark Huber/Shane Cook

The following people were in attendance at the meeting:

Ryan Miller	Insituform
Arrie Kennedy	IPR- SE
Dale Kinney	Garver
Shane Cook	COH-WPC
Randy Harsbrough	BCD
Clayton Washburn	SAK Construction
Andy Somers	Croy Engineering
Penny Kelly	COH ENG
Lameka Carter	COH ENG

1. Introduction of all persons present, their roles, chain of command, importance of submittals to Project Engineer.

Mark Huber with Water Pollution Control will be the Project Engineer.

Shane Cook is the Director Water Pollution Control and was the moderator for the meeting.

Andy Somers is the Design Engineer.

Dale Kinney with Garver is the Inspector.

2. Project Engineer gave a brief description of Periodic Bid Project.

The purpose of this project is to perform CIPP work on an as-needed, on-call basis. Each periodic project will be designated by the City of Huntsville utilizing unit prices for the commonly performed contractor work items. All periodic work is intended to be performed within the shortest possible time frame with the work beginning and ending on dates selected by the City of Huntsville. Failure to comply with the times specified in the Notice to Proceed (NTP) may, in the sole determination of the City of Huntsville, result in the contractor being prohibited from bidding on additional work for the City until such time as contractor is back on schedule.

Contractor must meet pre-qualification requirements and be able to respond onsite within twenty-four (24) hours of an emergency call from the Water Pollution Control Department.

Stockpiling lines (12 inches or above) on an as-needed, on-call basis is usually the typical work for this project.

The undersigned bidder understands that the contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new NTE Amount in the same amount as the initial year. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City Engineer.

In the event that the NTE Amount is reached prior to the end of any yearly term, the City Engineer, at his or her discretion and subject to the availability of funds, may elect to advance the time for renewal in order to best meet the needs of the City, provided that total term of the original contract year and the two potential renewal periods does not exceed a total of three years from the initial date of award of the contract and provided the total expenditures are no more than three times the original Not to Exceed Amount.

Unit items are arbitrary; there is no guaranteed work. If amount of contract is exceeded due to work, for 1 year, the contract will be sent back to council and the yearly total will be approved for work the next year. The total amount cannot exceed the total amount for 3 years. Contractor will be given the option to renew the contract.

Each project to be performed within this contract will require a separate work authorization and purchase order from City of Huntsville. Beginning and end dates for each project will be stated and shall be signed by contractor accepting the terms for each work authorization. Bid prices shall remain firm for the entire length of the contract. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration and approval prior to any costs being incurred. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

There is only one contract; work orders are done off the same contract. The contract sets your yearly dollar amount. You do not have guaranteed quantities inside the contract. The contract sets unit prices and terms and conditions.

The City of Huntsville will direct and approve the work element and the quantities required for each project location and will compute the overall cost for each element of work and their respective quantities.

Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond each in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). This bid is to remain in effect until final acceptance of the final work order associated with the periodic contract, as allowed by State Law and approved by the OWNER. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

3. Discuss all Permits. No permit issues.

4. Utility Project Notification – Utility company representatives should give a description of their utility conflicts. Any problems the utility representative anticipates should be explained so that Project Engineer and Contractor can plan to include in the project. Each utility representative should provide Contractor with a name and phone number to contact for conflict assistance. Contractor is responsible for locating all utilities.

Before any work begins on each Periodic Bid Project, the Contractor will be responsible for calling line locates and contacting utility representatives to locate and mark underground utilities. Where there are possible conflicts between the required construction and existing underground utilities, the Contractor will contact the appropriate utility company and meet at the job site to discuss plans for protecting, avoiding or relocating/adjusting the utility line.

The Contractor will not receive extra compensation for delays created by utility conflicts, but the cost for the delays and work will be covered by extra items of work afforded and necessary to compensate for the utility adjustment. If only extra time is involved and no extra line items, the Contractor will not be receive extra compensation.

5. Contractor is required to submit pricing (Attachment “A”) on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Failure to do so shall be cause for rejection of bid. If a price discrepancy is found on the CD-RW, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

6. PAYMENT

The OWNER agrees to pay the contractor as follows: Payment # 1 by the OWNER shall be a partial payment to the Contractor on the basis of duly certified and approved estimates of the total quantity of work performed by the Contractor, less five per cent (5%) of the amount of such estimate, which is to be retained by the City until all advertisements of the work have been performed. Payment # 2 by the OWNER shall be made after the City has received verification that the project has been advertised per the requirements of this Contract. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on a CD-RW. The hard copy will be printed from the CD-RW. The OWNER will provide the CD-RW to the contractor. Two originals and two copies of the invoices are required before payment will be made. The CD-RW should be submitted each month, along with the originals and copies, to the designated Project Manager who will forward them to Odessa Sales in the Engineering Department. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

7. Project Engineer discussed plans, specs and special provisions.

- a. When a contractor is new to COH contracts, the standard specifications should be discussed with emphasis on time charges, extra work, materials, etc.
- b. State of Alabama classification required shall be stated - (MU) Municipal & Utility or (MU-S) Specialty Construction Sewer or Pipelines/Underground Piping.
- c. Council: 9/25/14
- d. A construction trailer is not required for this project. Water Pollution Control (WPC) has lay down yards for storage and materials. WPC is located at 1800 Vermont Rd. The facility is not fenced; but is fairly secured.
- e. Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

18. LIQUIDATED DAMAGES – Not required for this project.

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12). Attachment "F" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 100,000	\$ 200	\$ 400
\$ 100,000	\$ 500,000	\$ 550	\$ 1,100
\$ 500,000	\$ 1,000,000	\$ 900	\$ 1,800
\$ 1,000,000	\$ 2,000,000	\$ 1,350	\$ 2,700
\$ 2,000,000	\$ 1,550	\$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

8. Sequence of Construction and Traffic Control with the contractor made aware of his/her responsibility to handle traffic safely through the work zone. The method of payment for traffic control shall be discussed and clearly understood.

WPC will assist the awarded contractor with Traffic Control if needed.

9. For any trench cuts within existing roadways, Contractor is required to patch area with asphalt mix within the same day, unless otherwise specified by the Engineer. (Dense graded Base is no longer an acceptable means of traffic control within existing roadway cuts.)

10. Any subcontractors present should be given the opportunity ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment "C" – "Subcontractor's Listing" in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

11. Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as “ the Alabama Immigration Act”) as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

“By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Contractor’s E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

- Bidders’ attention is directed to the following item (#53) in the “Supplement to General Requirements for Construction of Public Improvements” document as posted on the COH website for this project:

53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975))

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "H". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

12. It was asked if there are any further questions.

13. All questions will be answered and all clarifications made by addendum. Last day for questions concerning this project before the bid will be **September 4, 2014 until 12:00 p.m.** via fax (256) 427-5325 or email to: penny.kelly@huntsvilleal.gov. Response to contractor questions will be **September 8, 2014 until 5:00 p.m.** **Bids open September 11, 2014 at 10:00 a.m.** in the 1st Floor Conference Room, 320 Fountain Circle, Huntsville, AL. The pre-bid notes and all addenda shall become a part of the contract documents.

General Notes:

The award of bid will be based on unit prices only.

Every item on the bid must be bid.

For final payment, Contractor will need to send invoice to COH, advertisement for completion of the project is required for 4 weeks and retainage is held until proof is submitted. The proof of advertisement is required, any lien waivers involving subcontractors, and any warranties. If there are no lien waivers a letter is required stating there are no lien waivers.

To get a project started, the Accounting Technician in Water Pollution Control will get a PO#, start and end date, and fax to contractor. The original will be mailed.

The contract is good for one (1) year; can be extended up to two (2) years for a total of (3) years. The calendar year starts the day after it is approved at council.

Every Contractor's superintendent should have a copy of the City's Standard Details (Construction of Public Improvements, 1991). Copies can be downloaded on the City's website, www.huntsvilleal.gov .

The City will do any required testing.

Each project will be considered as a separate project as far as retainage is concerned.

Bond is required for one (1) year at the award of bid; if bid is extended to the same Contractor, bond must be extended.

No digital as-builts are required.

Courteous people are needed to work on the projects because they will deal with the public in some sensitive areas at times while working on the projects.

Questions:

Q: If called in an emergency situation, what is the time frame for a response?

A: Someone will need to be physically present within 24 hours.

Q: When is the NTP likely?

A: When council signs the yearly agreement, the day after council approval, you can get a call at any time to do the work. NTP is irrelevant with this type of project.

Q: Are you anticipating any work in the spring?

A: There may be work prior to the spring, but nothing has been set as of yet. Call of work is done with the evaluation of the weather and cost.

Q: If you end up in an easement, you may have to build a temp road to access a manhole due to larger lines; typically something like that is not listed unit price, how would you handle that?

A: If you get lines that cannot go through a manhole lid, that is something to take into account. For the most part, you will have to find a way, with the assistance of WPC.